

AmeriTitle 012117A- Recd
WAS REQUESTED TO
RECORD THIS INSTRUMENT AS
AN ACCOMMODATION. IT HAS NOT
BEEN EXAMINED FOR SUFFICIENCY
OR ITS EFFECT UPON THE TITLE.

2017-000968

Klamath County, Oregon

01/31/2017 09:13:00 AM

Fee: \$122.00

RECORDING COVER SHEET (Please Print or Type)

The information on this sheet is a reflection of the attached instrument for the purpose of meeting first page recording requirements, ORS 205.234.

If this cover page is included with your document, please add \$5.00 to the total recording fees.

AFTER RECORDING RETURN TO:

Pacific Connector Gas Pipeline

3709 Citation Way, Suite 102

Medford, OR 97504

1) TITLE(S) OF THE TRANSACTION(S) ORS 205.234(a)

Right-of-Way and Easement Agreement

2) DIRECT PARTY / GRANTOR(S) ORS 205.125(1)(b) and 205.160

Four H Organics, LLC, an Oregon limited liability company

PO Box 148

Malin, OR 97632

3) INDIRECT PARTY / GRANTEE(S) ORS 205.125(1)(a) and 205.160

Pacific Connector Gas Pipeline, LP

5615 Kirby Drive, Suite 500

Houston, TX 77005

4) TRUE AND ACTUAL CONSIDERATION

ORS 93.030(5) – Amount in dollars or other

\$ _____ ☐ Other

5) SEND TAX STATEMENTS TO:

No Change

6) SATISFACTION of ORDER or WARRANT

ORS 205.125(1)(e)

CHECK ONE:

☐

FULL

(If applicable)

☐

PARTIAL

7) The amount of the monetary obligation imposed by the order or warrant. ORS 205.125(1)(c)

\$ _____

8) If this instrument is being Re-Recorded, complete the following statement, in accordance with ORS 205.244: "RERECORDED TO CORRECT

PREVIOUSLY RECORDED IN
BOOK _____ AND PAGE _____, OR AS FEE NUMBER _____."

RETURN ADDRESS

PACIFIC CONNECTOR GAS PIPELINE, LLC
125 CENTRAL AVENUE, SUITE 250
COOS BAY, OR 97420

DOCUMENT TITLE(S): RIGHT-OF-WAY AND EASEMENT AGREEMENT

REFERENCE NUMBER(S) OF RELATED DOCUMENTS

GRANTOR(S)

FOUR H ORGANICS, LLC, AN OREGON LIMITED LIABILITY COMPANY

GRANTEE(S)

PACIFIC CONNECTOR GAS PIPELINE, LP, A DELAWARE LIMITED PARTNERSHIP

LEGAL DESCRIPTION

THAT CERTAIN PARCEL, OR PARCELS, OF LAND LYING IN SECTION 29 AND SECTION 30, TOWNSHIP 40 SOUTH, RANGE 12 EAST OF THE WILLAMETTE MERIDIAN, KLAMATH COUNTY, OREGON, BEING MORE FULLY DESCRIBED IN THE ATTACHED EXHIBIT B.

ASSESSOR'S PROPERTY TAX PARCEL/ACCOUNT NUMBER

R600317, R627762

RIGHT-OF-WAY AND EASEMENT AGREEMENT

THIS RIGHT-OF-WAY AND EASEMENT AGREEMENT ("Agreement") is entered into this 16 day of January, 2017, by and among Four H Organics, LLC, an Oregon limited liability company, whose address is PO Box 148, Malin, OR 97632 ("**Grantor**"), and Pacific Connector Gas Pipeline, LP, a Delaware limited partnership, acting through its general partner, Pacific Connector Gas Pipeline, LLC, a Delaware limited liability company, 5615 Kirby Drive, Suite 500, Houston, TX 77005 ("**Grantee**").

For valuable consideration, Grantor does hereby grant, sell and convey to Grantee, its successors and assigns, a perpetual, non-exclusive right-of-way and easement ("**Easement**") to locate, survey, construct, entrench, maintain, repair, replace, protect, inspect and operate a pipeline, cathodic equipment and/or appurtenances, which may be constructed above or below ground, including but not limited to valves and metering equipment, electrical and/or communications cable, underground conduit, splicing boxes, and roads (collectively, the "**Facilities**"), which may be on, over, under, above and through the land legally described below ("**Property**"). Grantor warrants that it is the fee simple owner of the Property, which is situated in the County of Klamath, State of Oregon, and legally described as follows:

That certain parcel, or parcels, of land lying in Section 29 and Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, being more fully described in the attached Exhibit B.

The Property is also known by County Assessor Parcel Number(s): R600317, R627762

A centerline survey depiction of the pipeline is set forth in Exhibit A attached and made a part of this Agreement. For purposes of illustration, the real property encumbered by the Easement is fifty (50) feet in width, being twenty-five (25) feet on each side of the centerline of the pipeline to be constructed by Grantee and located as shown on Exhibit A. The Easement consists of approximately 8.308 acres.

This Agreement conveys to Grantee, its affiliates, and their contractors and designees the right of ingress and egress to and from the Facilities over, across and through the Property, and access on and within the Easement, with the right to use existing and future roads on the Property, for the purposes of surveying, constructing, inspecting, repairing, protecting, operating and maintaining the Facilities and the addition, removal or replacement of the same at will, either in whole or in part, with either like or different size pipe ("**Work**"). Grantee, its affiliates, and their contractors and designees may use such portions of the property along and adjacent to the Easement as may be reasonably necessary during construction and repair of the Facilities, and as clearly defined and shown in Exhibit A.

Grantee agrees that within a reasonable time following the completion of the Work and subject to weather and/or soil conditions, Grantee shall, as near as practicable, restore the Easement to its original contour and condition. Grantee agrees to compensate Grantor adequately for impacts that directly result from the Work. Any other recognizable impacts to other real or personal property that result from the Work shall be repaired by Grantee, or the Grantor shall be compensated for such repairs. Grantee shall have the right to cut and to keep clear without payment all timber, wood products, trees, brush, native growth or foliage and other obstructions that may, in the Grantee's opinion, endanger, hinder or conflict with the construction, repair, operation, inspection, protection, maintenance and use of the Facilities.

Grantee shall possess the above-described rights, together with all rights necessary to operate, protect and maintain the Facilities within the Easement granted to the Grantee, its successors and assigns. Grantee may assign the rights granted under this Agreement, either in whole or in part, subject to the terms of this Agreement, with such rights deemed to be covenants running with the land and to be binding upon Grantor, its heirs, legal representatives and successors in title.

Grantee may at any time permanently abandon the Easement and, at Grantee's sole discretion, may remove or abandon in place the Facilities. Upon such abandonment, Grantee may, at its discretion,

execute and record a reconveyance and release of this Agreement whereupon this Agreement with all rights and privileges mutually granted hereunder shall be fully canceled and terminated.

If Grantee fails to begin construction of the Facilities on the property within fifteen (15) years of the Effective Date, Grantor may demand that Grantee execute a relinquishment of this Easement. If construction does not commence within thirty (30) days of such demand, Grantee shall execute and record the relinquishment of the Easement.

Grantor reserves the right to use and enjoy the Property except for the purposes granted in this Agreement and the limitations on Grantor's use set forth herein. Any pipeline constructed by Grantee across lands under cultivation shall, at the time of construction, be buried with a minimum of three (3) feet of cover from top of the pipe so as not to interfere with such cultivation. Grantor shall have the right to cultivate, work, plow, harvest and use the land granted within the Easement so long as it shall not hinder, conflict or interfere with Grantee's surface or subsurface rights, including its right to cut and keep clear the Easement area as set forth above, or disturb its ability to operate, maintain and protect the Facilities. Grantor is prohibited from creating or maintaining roads, reservoirs, excavations, changes in surface grade, obstructions or structures within the described Easement without the express written consent of Grantee.

Grantee shall indemnify and hold Grantor harmless from and against any and all loss, damage, or injury that may result from the construction, operation and maintenance of the Facilities; provided, however, that said loss, damage, or injury does not arise out of or result from the actions of the Grantor or his/her agents or employees.

Grantor agrees to indemnify Grantee against any environmental liability that predates the date of this Agreement or that was caused solely by the Grantor's or his/her agents' or employees' actions or inactions.

Grantee shall have the right to discharge or redeem for Grantor, in whole or in part, any mortgage, tax or other lien on the Property and shall be subrogated to such lien and rights.

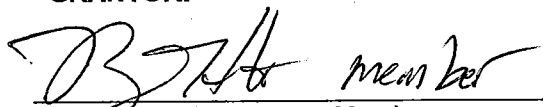
It is mutually understood and agreed that this Agreement and the attached exhibits, as written, cover and include all of the agreements between the parties except as may otherwise be provided in a Temporary Construction Easement Agreement or Access Road Agreement and that no representations or statements, verbal or written, have been made modifying, adding to or changing the terms of this Agreement.

The terms, conditions and provisions of this Agreement shall extend to and be binding upon the heirs, executors, administrators, personal representatives, successors and assigns of the parties. Each and every easement, covenant, condition, restriction and agreement contained herein shall constitute a covenant running with the land in favor of the land thereby burdened.. Either party may record this Agreement in the records of real property in the county where the Property is located.

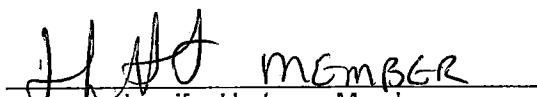
This Agreement may be executed in counterparts so that when taken together, such counterparts constitute a single, fully executed document.

IN WITNESS WHEREOF the parties have EXECUTED THIS CONVEYANCE AND
AGREEMENT THIS 16 DAY OF January, 20 17.

GRANTOR:

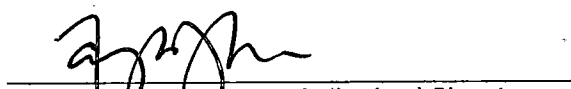

Ryan Hartman, Member

GRANTOR:


Jennifer Hartman, Member

GRANTEE:

PACIFIC CONNECTOR GAS PIPELINE, LP
by its General Partner, Pacific Connector
Gas Pipeline, LLC

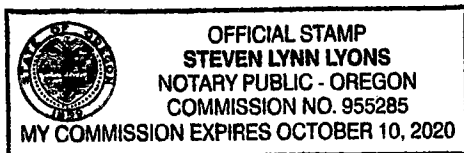

Taylor Johnson, Authorized Signatory

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

On this 16 day of January, 2017, personally appeared Ryan Hartman,
proven to me to be the Owner of Four H Organic, LLC,
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned
therein.

Before me:



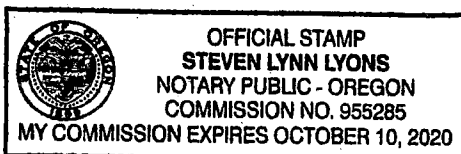
Steven Lynn Lyons
Notary Public in and for the State of Oregon
My Commission Expires: 10/10/2020

ACKNOWLEDGMENT

STATE OF OREGON)
COUNTY OF Klamath)ss.

On this 16 day of January, 2017, personally appeared Jennifer Hartman,
proven to me to be the Owner of Four H Organic, LLC,
and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity
and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned
therein.

Before me:



Steven Lynn Lyons
Notary Public in and for the State of Oregon
My Commission Expires: 10/10/2020

ACKNOWLEDGMENT

STATE OF TEXAS

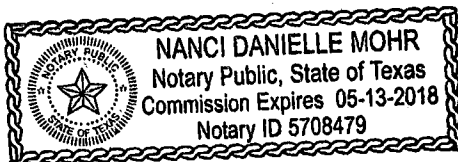
COUNTY OF

Harris

)
)ss.
)

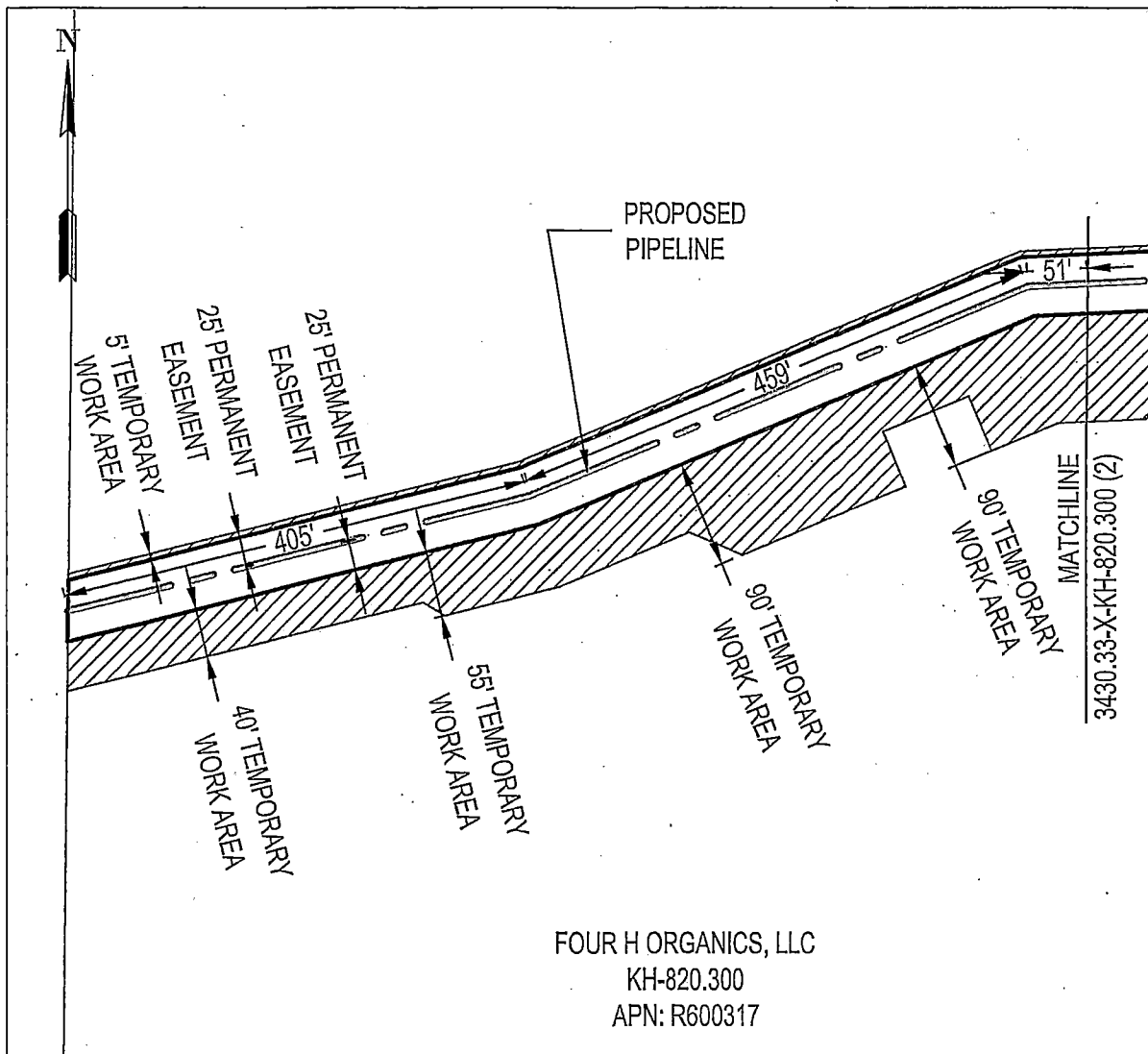
On this 25th day of January, 2017, personally appeared Taylor Johnson, proven to me to be the Authorized Signatory of Pacific Connector Gas Pipeline, LP, acting through its general partner, Pacific Connector Gas Pipeline, LLC, and acknowledged that she/he signed the forgoing instrument on behalf of and by authority of said entity and that the instrument is said entity's voluntary act and deed for the uses and purposes mentioned therein.

Before me:



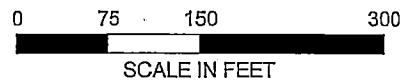
Nanci D. Mohr


Notary Public in and for the State of Texas
My Commission Expires: 05/13/18

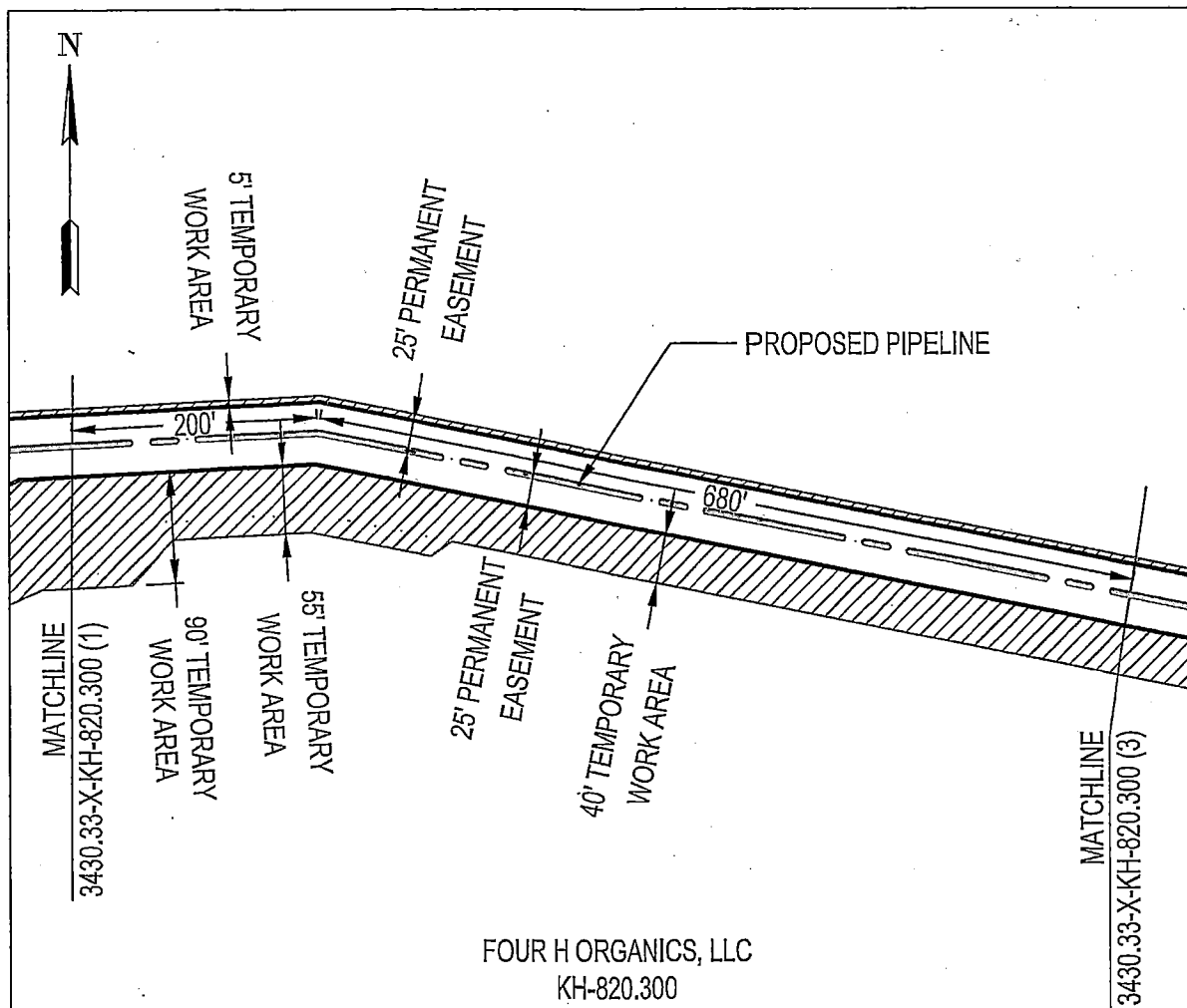


LEGEND

- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE



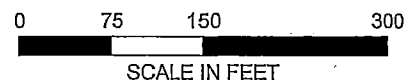
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PERM. R-O-W:	136764.15	3.14	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 222.58 TO M.P. 223.09 T-40-S, R-12-E, S-30 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-820.300 (1)		
TEMP. EXTRA WORK AREA:	148653.1	3.413			
UNCLEARED STORAGE AREA:					
DRAWN: JCP DATE: 6-1-2016					
CHECK: KLL DATE: 6-1-2016					
APPRV: BAB DATE: 6-1-2016					




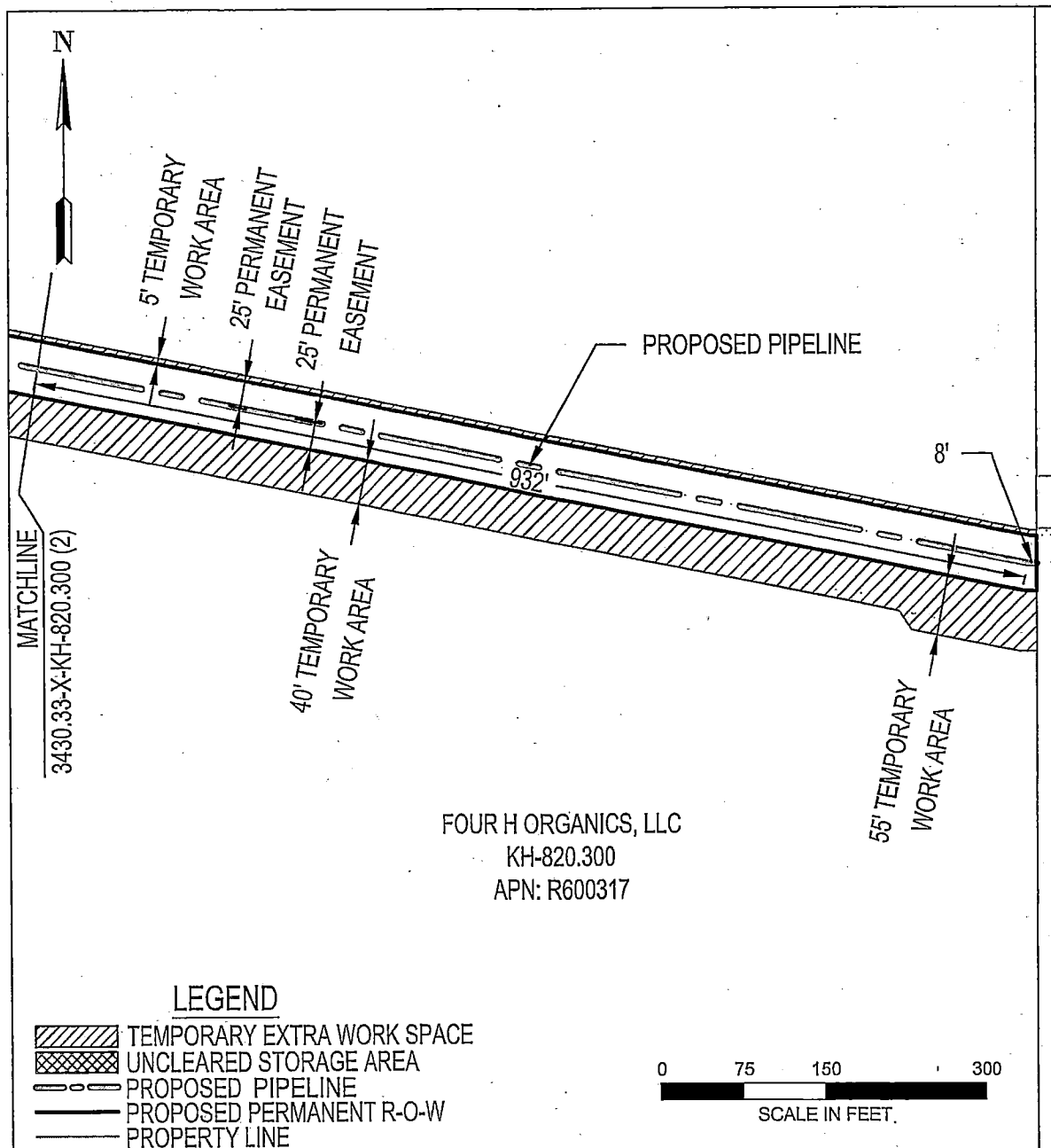
FOUR H ORGANICS, LLC
KH-820.300
APN: R600317


LEGEND

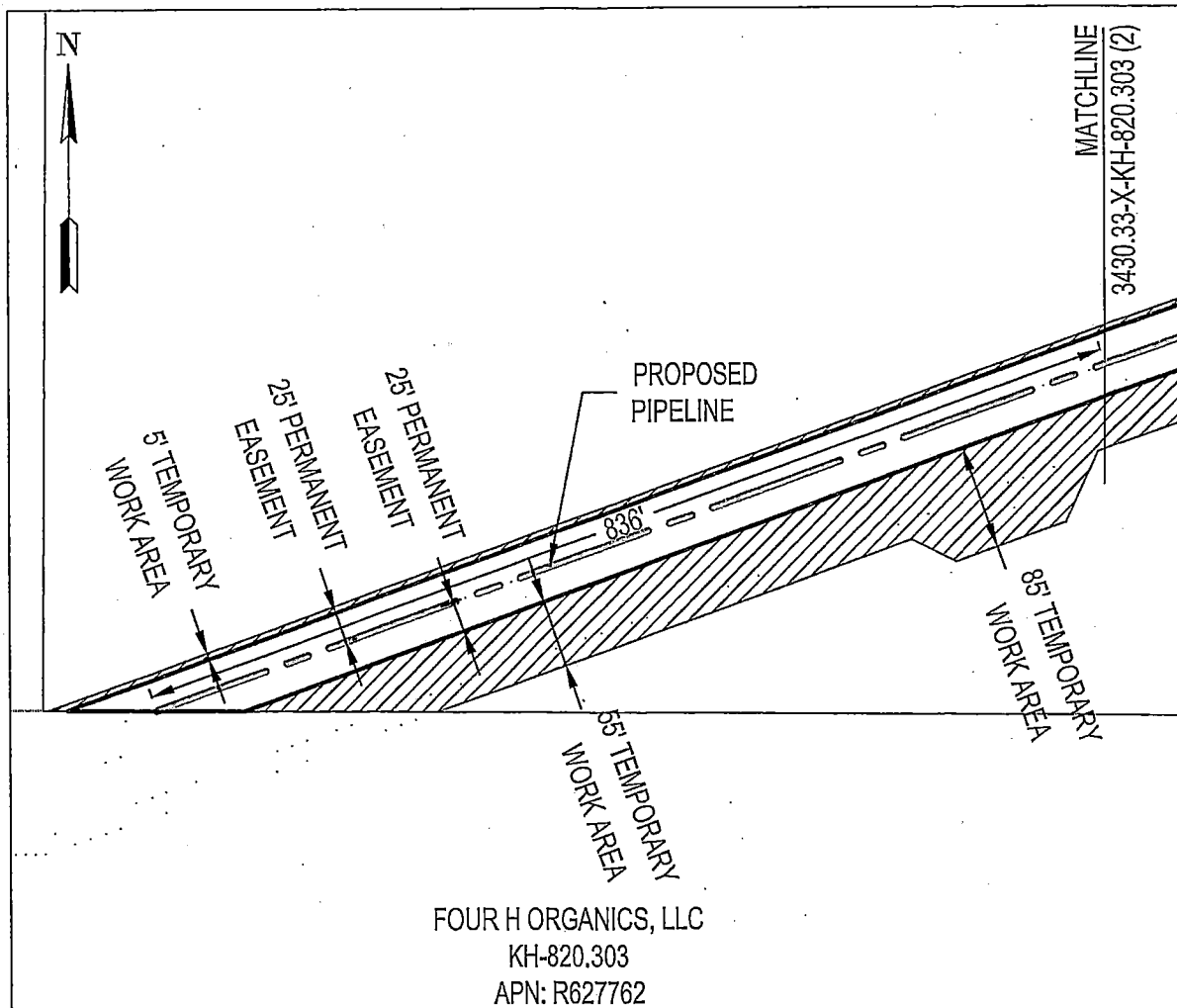
- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
- PROPOSED PIPELINE
- PROPOSED PERMANENT R-O-W
- PROPERTY LINE








AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
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APPRV: BAB DATE:6-1-2016					

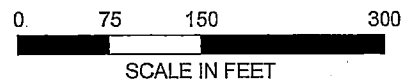



AREA TOTALS			REV 0	EXHIBIT "A"	 Pacific Connector GAS PIPELINE
	SQ. FT.	ACRES.			
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TEMP. EXTRA WORK AREA:	148653.1	3.413			
UNCLEARED STORAGE AREA:					
DRAWN:JCP DATE:6-1-2016					
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APPRV: BAB DATE:6-1-2016					

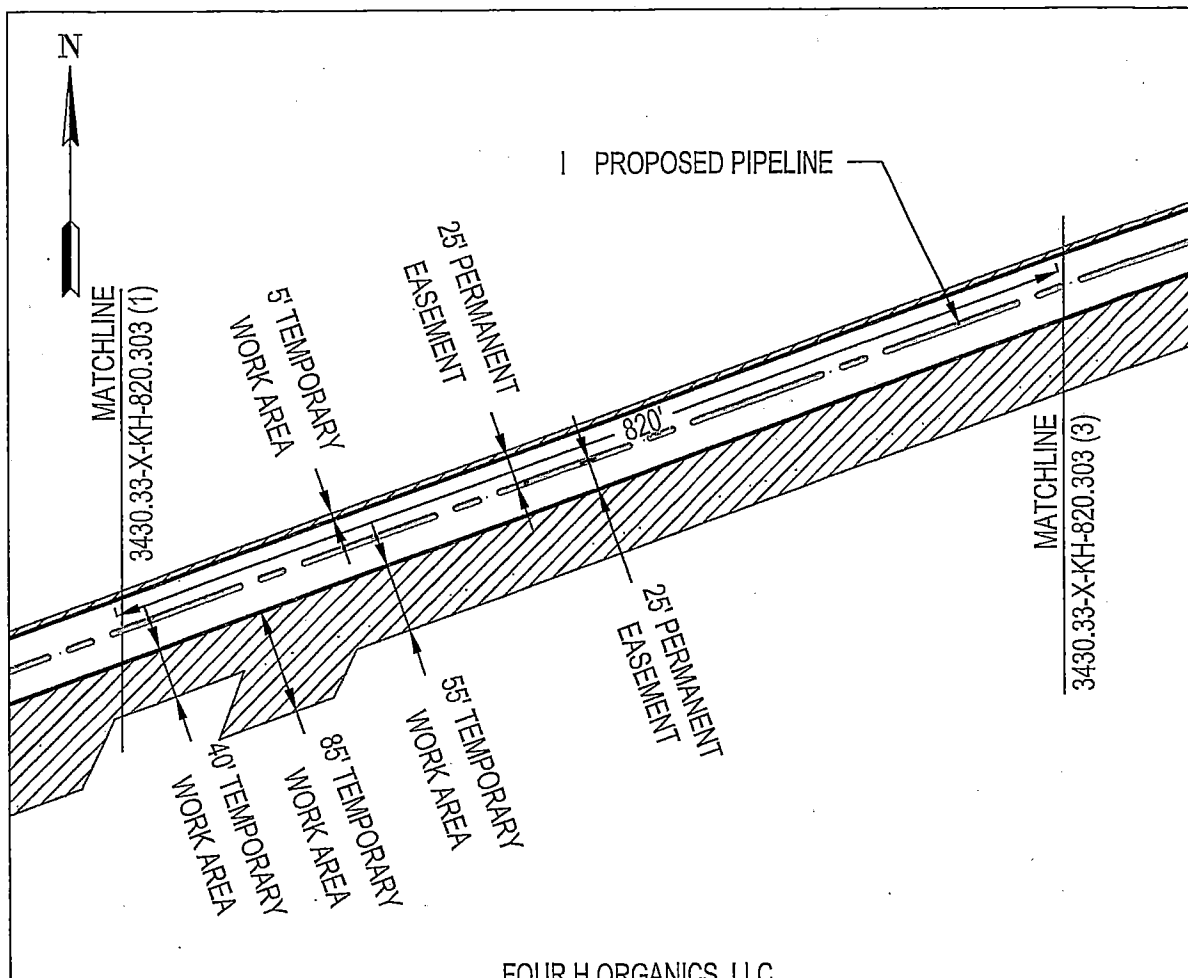


LEGEND

-  TEMPORARY EXTRA WORK SPACE
-  UNCLEARED STORAGE AREA
-  PROPOSED PIPELINE
-  PROPOSED PERMANENT R-O-W
-  PROPERTY LINE



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
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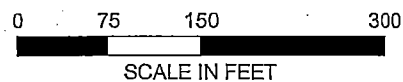
FOUR H ORGANICS, LLC


KH-820.303

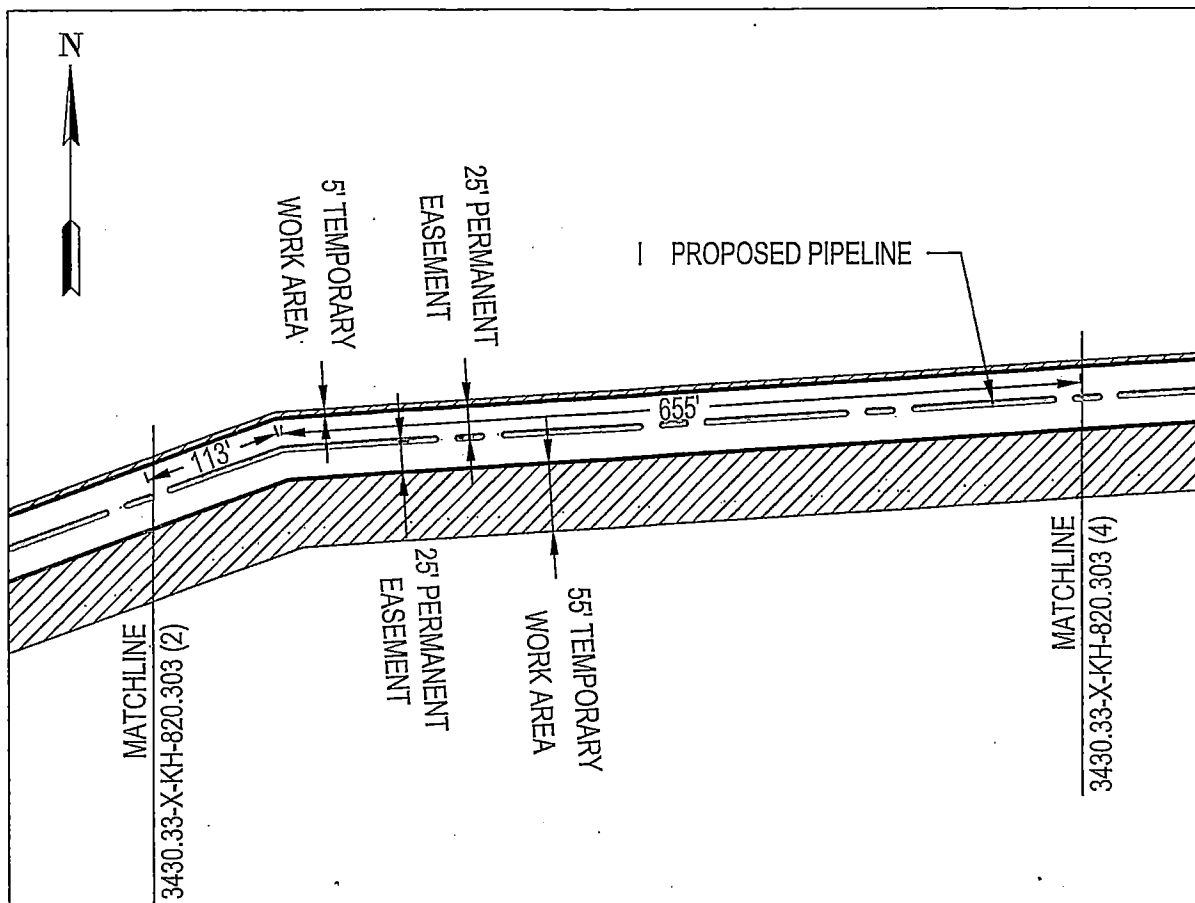
APN: R627762

LEGEND

	TEMPORARY EXTRA WORK SPACE
	UNCLEARED STORAGE AREA
	PROPOSED PIPELINE
	PROPOSED PERMANENT R-O-W
	PROPERTY LINE



AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	225123.14	5.168			
TEMP. EXTRA WORK AREA:	261860.88	6.011			
UNCLEARED STORAGE AREA:					
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CHECK:KLL DATE:6-1-2016			RIGHT-OF-WAY DETAIL		
APPRV: BAB DATE:6-1-2016			Four H Organics, LLC		
			M.P. 223.37 TO M.P. 224.23		
			T-40-S, R-12-E, S-29		
			KLAMATH COUNTY, OREGON		
			DRAWING NO: 3430.33-X-KH-820.303 (2)		



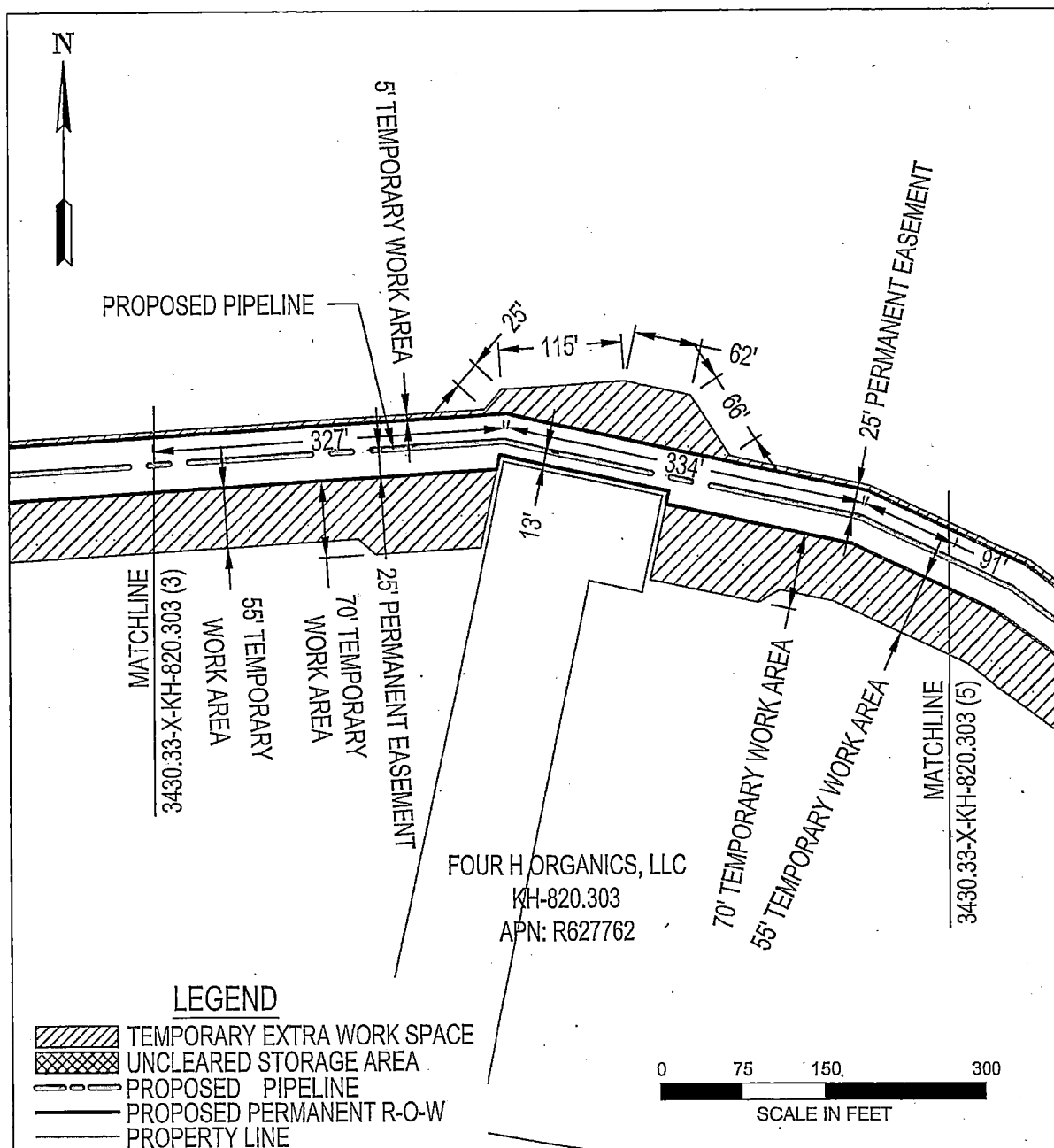
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KH-820.303
APN: R627762


LEGEND

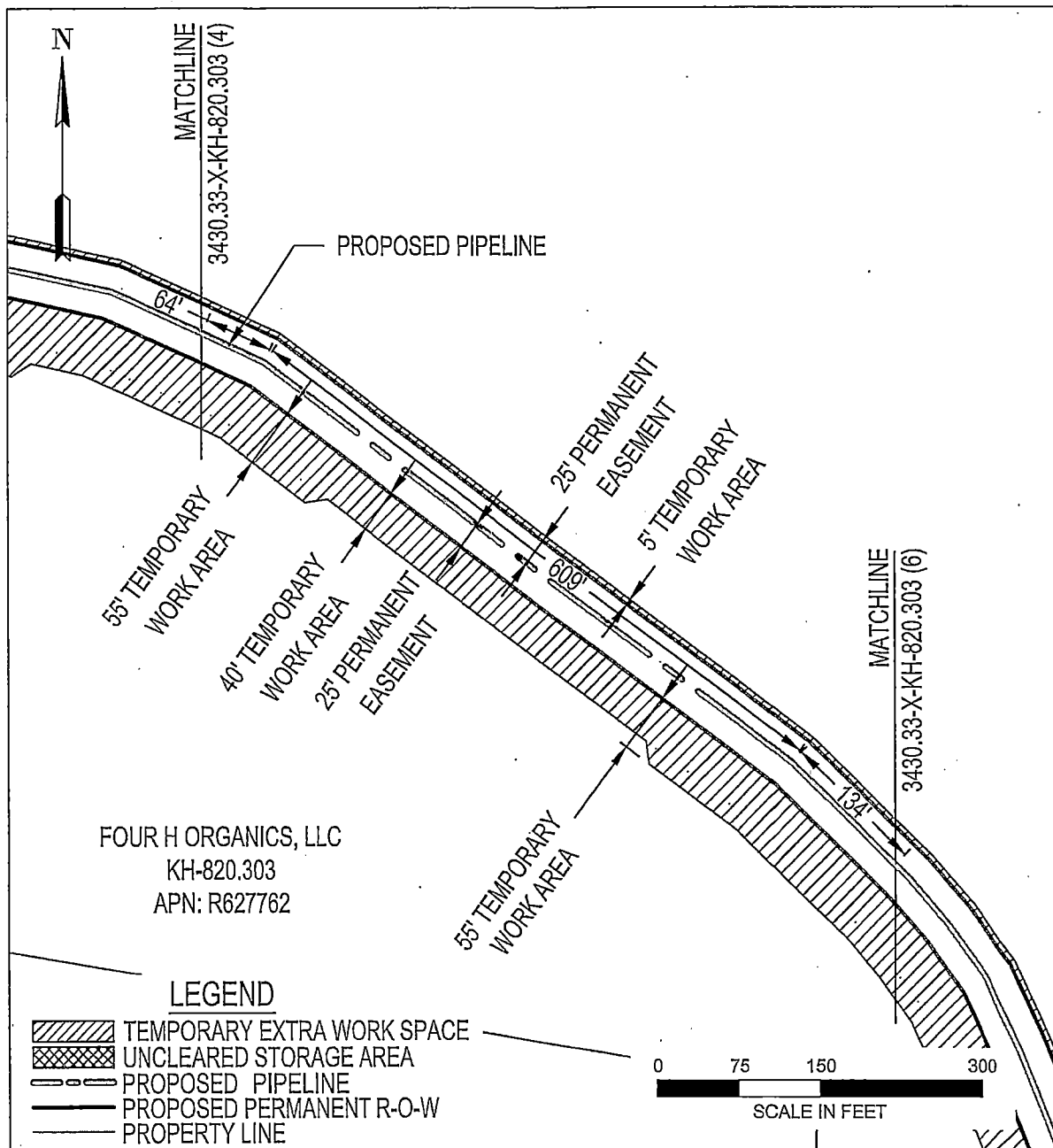
- TEMPORARY EXTRA WORK SPACE
- UNCLEARED STORAGE AREA
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- PROPOSED PERMANENT R-O-W
- PROPERTY LINE


0 75 150 300
SCALE IN FEET

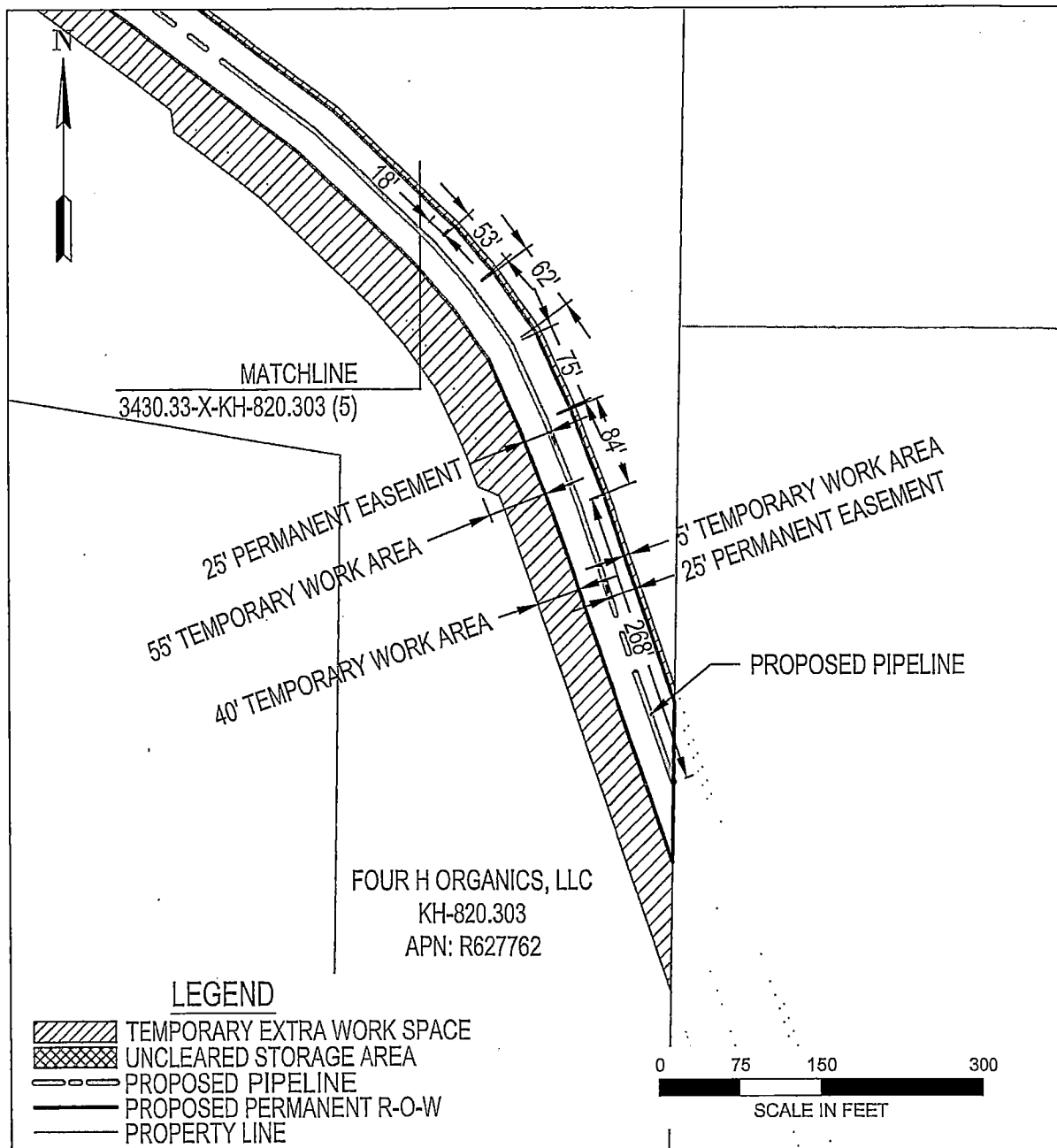
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PERM. R-O-W:	225123.14	5.168	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 223.37 TO M.P. 224.23 T-40-S, R-12-E, S-29 KLAMATH COUNTY, OREGON DRAWING NO: 3430.33-X-KH-820.303 (3)		
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AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	225123.14	5.168	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 223.37 TO M.P. 224.23 T-40-S, R-12-E, S-29 KLAMATH COUNTY, OREGON		
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AREA TOTALS			REV 0	EXHIBIT "A"	
	SQ. FT.	ACRES.			
PERM. R-O-W:	225123.14	5.168	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 223.37 TO M.P. 224.23 T-40-S, R-12-E, S-29 KLAMATH COUNTY, OREGON		
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AREA TOTALS			REV 0	EXHIBIT "A"	
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PERM. R-O-W:	225123.14	5.168	PACIFIC CONNECTOR GAS PIPELINE, LP RIGHT-OF-WAY DETAIL Four H Organics, LLC M.P. 223.37 TO M.P. 224.23 T-40-S, R-12-E, S-29 KLAMATH COUNTY, OREGON		
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CHECK:KLL DATE:6-1-2016			DRAWING NO: 3430.33-X-KH-820.303 (6)		
APPRV: BAB DATE:6-1-2016					

EXHIBIT B

The following described real property situated in Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, described as follows

Section 29: Beginning at a point located 450.67 feet East of the intersection of Sections 19, 20, 29 and 30 of Township 40 South, Range 12 East of the Willamette Meridian; thence South 58° 12' 34" East along the existing fence line to the East line of the NW1/4 NW1/4 of Section 29; thence North to the North line of the NW1/4 NW1/4 of Section 29; thence West to the point of beginning.

ALSO, the SW1/4 SE1/4 and the S1/2 SW 1/4 of Section 29, EXCEPTING THEREFROM the South 120.00 feet of the East 125.00 feet and the East 30.00 feet ALSO EXCEPTING the South 120.00 feet thereof of the SW1/4 of the SE1/4.

ALSO, the NE1/4 of the NW1/4, N1/2 of the NE1/4, SE1/4 of the NE1/4, NE1/4 of the SE1/4, EXCEPTING the South 1030 feet. ALSO EXCEPTING that portion conveyed to the Shasta View Irrigation District in Deed recorded in Volume M75, Page 13758, Microfilm Records of Klamath County, Oregon.

and

Section 30: The E1/2

ALSO, that portion of the SE1/4 of the SW1/4 of Section 30, Township 40 South, Range 12 East of the Willamette Meridian, Klamath County, Oregon, lying Northeasterly of the Malin-Bonanza Highway.